

# 中国孔子学院总部与美国特洛伊大学 关于继续合作建设特洛伊大学孔子学院的协议

为进一步加强中国与美国在教育领域的合作，支持并促进汉语教学的发展，增进两国人民的相互理解和友谊，根据《孔子学院章程》，中国孔子学院总部（以下简称总部）与美国特洛伊大学于 2007 年 7 月 11 日签署了共同建设特洛伊大学孔子学院的协议，为期五年并已结项。现经双方协商，就继续合作建设特洛伊大学孔子学院（以下简称学院）达成如下协议：

## 第一条 宗旨

本协议的宗旨在于规定双方在继续合作建设学院过程中总部和特洛伊大学的权利和义务。

## 第二条 学院的性质

学院系非营利性教育机构。

## 第三条 执行机构

特洛伊大学孔子表示愿意继续与重庆师范大学进行合作。重庆师范大学继续作为中方具体执行机构，与特洛伊大学合作建设学院。特洛伊大学和重庆师范大学将就具体合作事宜另行签订补充协议。补充协议签署前须报总部审核。

在学院运行过程中，若经总部审核，重庆师范大学未能履行其职责，总部可取消其承办资格，并委托其他中方执行机构。特洛伊大学将与该中方执行机构重新签署执行协议。本协议无需重新签署。

#### 第四条 业务范围

根据《孔子学院章程》并结合当地实际情况，学院可开展以下活动：

- 1、开展汉语教学，提供汉语教学资源，开展汉语教学研究。
- 2、培训汉语教师，开发汉语教材。
- 3、举办汉语考试和汉语教师资格认证考试。
- 4、提供中国教育、文化等信息咨询。
- 5、开展语言文化交流活动。
- 6、其他经总部授权或委托开展的活动。

#### 第五条 组织、经营和管理

- 1、学院实行理事会领导下的院长负责制。

2、理事会由双方推荐人选组成，须有双方高层（校级）领导参加，其职责是：制定和修改学院章程；制定学院发展规划；决定教学、研究及运行方面的重大事项；负责筹集办学经费；任免学院院长；审批学院的预算和决算；向合作双方报告学院运行状况和重大事项等。理事会应每年至少召开一次。

- 3、合作双方各派一名院长。

4、总部认可，特洛伊大学及其教职员工对其管理的所有项目的课程内容和教学方式拥有最终决定权。特洛伊大学认可，总部对其资助的项目拥有最终决定权。

5、参与孔子学院活动的中国公民应遵守美国和所在大学的法律和政策。参与孔子学院在中国举办活动的美国公民应遵守中国法律和政策。

6、学院单独编制年度预算和决算，日常运行管理由特洛伊大学负责，最终通过教学和实施其他项目的收入实现收支平衡。

## 第六条 双方义务

总部义务：

- 1、授权特洛伊大学继续使用孔子学院名称和标识。
- 2、根据需要提供各种教材、课件和图书，授权使用网络孔子学院课程。
- 3、根据需要每年提供一定数额的项目经费。
- 4、根据办学需要选派教师若干名，并负担其国际旅费、工资等。
- 5、提供孔子学院奖学金、来华夏（冬）令营、新汉学计划等总部项目支持。

特洛伊大学义务：

- 1、为学院提供固定的办公场地和适合的教学及其他活动场所，配备必要的办公、教学设备并负责其安装、管理和维护。
- 2、为学院配备必要的行政人员（专职或兼职），并提供相关费用。
- 3、协助中方派遣人员办理入境及居留手续，提供必要的工作条件和生活便利。
- 4、为学院开设专门帐户，或在其财务系统内开设单独账目并独立核算。每5 年向总部提交孔子学院财务审计报告。
- 5、每年提供一定数额的项目经费，其金额应不低于总部提供的项目经费。
- 6、接受总部组织的项目评估。

## 第七条 知识产权

“孔子学院”及相关标识和徽章的知识产权为总部独家拥有。本协议终止后，特洛伊大学不得以任何形式继续直接或间接使用和转让。学院开展的有知识产权的具体项目，其知识产权由提供方拥有，

合作开发的项目由双方协商确定知识产权。若双方在知识产权方面产生争议，应通过友好协商解决。协商不成的，按照相关法律规定及国际惯例提交有管辖权的机构裁定。

#### 第八条 协议的修改

经双方同意，本协议在执行过程中可以进行修改；所有的修改均以中英文两种语言书面做出，并经双方授权代表签字后生效。

#### 第九条 协议的有效期

本协议自双方签字之日起生效。本协议有效期为五年。任何一方如无延长本协议有效期意愿，必须在有效期截止前九十天书面通知对方，否则，本协议有效期自动延长五年。

#### 第十条 不可抗力

协议方在以下不可抗力情况下可免除履行本协议规定义务：国家紧急状态、发生战争，政府颁布禁令，发生其他超出协议方控制范围的使协议方不能继续履行协议规定义务的事件等。如发生此类情况，协议当事方须书面通知另一方，将项目延期或取消，并应采取及时有效的措施将协议另一方的损失降至最低。

#### 第十一条 协议终止

有下列情况之一的，本协议将终止：

1、协议期限届满，双方无继续合作的意愿，按照本协议第九条可终止本协议。

2、根据本协议第十条，因不可抗力致使该协议无法履行，经双方达成一致，可终止本协议。

3、根据评估，学院未达到总部评估标准，且未按评估意见进行整改，或经整改未达到总部要求的，总部有权终止本协议。

除上述条款，任何一方均不得要求提前终止本协议，否则违约方应赔偿对方的全部损失，包括但不限于对方在本协议下的全部投入、维护权益产生的律师费、名誉遭受的损失等。

本协议终止时，双方应做好善后事宜，不得因协议终止给对方造成负面影响，包括但不限于：

- 1、本协议终止时，本合作项目中的经费同时自动冻结，经双方确认经费数额后返还总部。
- 2、本协议的终止不影响双方正在执行的单独协议、合同或项目。
- 3、本协议终止时，特洛伊大学应妥善安排学院学生及相关工作。
- 4、本协议终止后，执行协议将自动终止。

## 第十二条 争议的解决

在协议履行过程中若发生纠纷及争议，双方同意尽量以真诚的方式寻求解决，若协商不成功，双方同意将争议提交双方认可的第三方。在协议履行过程中若发生纠纷及争议不能得到解决，则本协议受制于阿拉巴马州法律的阐释及执行，而无视其此前的抉择。如任何一方法律强制执行本协议，非胜诉方应担负胜诉方的费用，包括依据诉讼结果确定的律师的合理费。

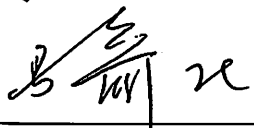
## 第十三条 其他事项

本协议未尽事宜由双方通过友好协商加以解决。

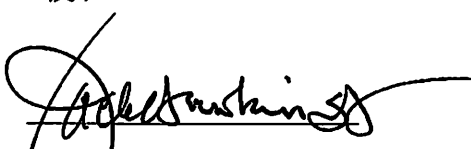
下列签署人经各自机构授权，签署本协议，以昭信守。

本协议一式两份，每份均用中文和英文文写成，两种文本同等作准。

孔子学院总部  
副  
总干事

  
日期: 2018.5.2

美国特洛伊大学  
校长

  
日期:

**RENEWAL OF AGREEMENT BETWEEN  
CONFUCIUS INSTITUTE HEADQUARTERS OF CHINA  
AND  
TROY UNIVERSITY  
ON CO-DEVELOPMENT OF  
CONFUCIUS INSTITUTE AT TROY UNIVERSITY**

In order to strengthen educational cooperation between China and United States, to support and promote the development of Chinese language education, and increase mutual understanding among people in China and in United States, according to the *Constitution and By-laws of Confucius Institutes*, the Confucius Institute Headquarters of China (“the Headquarters”) and Troy University, USA signed the Agreement of the cooperation in the establishment of the Confucius Institute at Troy University on 07/11/07. Upon the end of five-year term, after collegial consultation, both parties agree to renew the agreement on the Confucius Institute at Troy University, as follows:

**Article 1 Purpose**

The purpose of this agreement is to identify the rights and responsibilities of the Headquarters and Troy University, US in the development and management of the Confucius Institute at Troy University.

**Article 2 Character**

The Confucius Institute shall be a non-profit educational institution.

### Article 3 Executive Institution

Troy University is willing to continue cooperation with the Chongqing Normal University, P.R. China. The Chongqing Normal University will continue constructing the Confucius Institute with the Troy University as the Chinese executive institution. Troy University and Chongqing Normal University will sign the supplementary agreement on the details of cooperation. The supplementary agreement should be audited by the Headquarters before signing.

During the operation of the Confucius Institute, if Chongqing Normal University is confirmed by the Headquarters to have failed to perform its responsibilities, the Headquarters can disqualify Chongqing Normal University and appoint another Chinese institution to be as the Chinese executive institution, and sign a new implementation agreement with Troy University. This Agreement will not need to be signed anew.

### Article 4 Scope of Activities

The Confucius Institute at Troy University can carry out the following activities according to the Constitution and By-laws of Confucius Institutes, as well as local circumstances:

1. Teaching Chinese language, providing Chinese language teaching resources and carrying out research on Chinese language teaching;
2. Training Chinese language instructors and developing Chinese language teaching materials;
3. Organizing the HSK examination (Chinese Proficiency Test) and tests for the Certification of the Chinese Language Teachers;
4. Providing information and consultative services concerning China's education, culture, and so forth;

5. Conducting language and cultural exchange activities;
6. Other activities with authorization and by appointment of the Headquarters.

#### Article 5 Organization, Operation and Management

1. The Confucius Institute at Troy University shall adopt a Director Responsibility System under the leadership of the Board of Directors.
2. The Board of Directors consists of members nominated from two parties. The Board must include senior-level (university-level) leaders from both parties. Its duties include: formulating and amending the Constitution of the Institute; formulating development plans for the Institute; decision-making on the significant issues including teaching, research and operation; fund raising; appointing and dismissing the Director of the Institute; examining and approving the budget proposal and final financial accounts of the Institute; reporting to the two parties on the operation status and significant issues. The Board meeting should be held at least once a year.
3. Two collaborating parties appoint one Director respectively.
4. The Headquarters acknowledges that Troy University and its faculty ultimately have the right to determine the content of the curriculum and the manner of instruction for all programs administered by Troy University. Troy University acknowledges that the Headquarters ultimately has the right to determine the programs to which it provides funding.
5. Chinese citizens involved in activities of the Institute shall be subject to the laws and policies of Troy University and United States of America. USA citizens involved in activities of the Institute in China shall be subject to the laws and policies of China.
6. The Institute draws up annual budget proposals and final financial



accounts independently. Troy University will be in charge of its daily operation and management. It should assume the sole responsibility to maintain a balance between income and expenditure by charging language course fees and other programs.

## Article 6 Obligations

The obligations of the Headquarters:

1. To authorize the use of the title “Confucius Institute”, logos and Institute emblems.
2. To provide teaching materials, coursewares and other books according to the need, to authorize the use of online courses.
3. To provide a set amount of annual fund according to needs.
4. To send Chinese instructors or volunteer teachers based on the requirements of teaching, and pay for their air fares and salaries.
5. To provide support of Headquarters’ programs, include the Confucius Institute Scholarship, Summer or Winter Camp in China, and Confucius China Studies Program, etc..

The obligations of Troy University

1. To provide a fixed office place and appropriate sites for teaching and other activities of the Confucius Institute; To provide office and teaching facilities, and be responsible for their installment, management and maintenance.
2. To provide necessary administrative personnel and teaching staff (full time or part-time) and provide the related payment.
3. To assist the Chinese party on the visa application and residence procedures, and provide necessary working facilities and life conveniences.

4. To open a special account for the Confucius Institute or set up a separate account for independent accounting in the Institution's financial system. To submit financial audit report of Confucius Institute to Headquarters every 5 years.
5. To provide a set amount of annual fund, which should not be less than the amount provided by the Headquarters.
6. To accept the project assessment by the Headquarters.

#### Article 7 Intellectual Property

The Headquarters exclusively owns the title of "The Confucius Institute", its related logo, and emblem as its exclusive intellectual property. Troy University cannot continue applying or transfer the title, logo, and emblem in any form, either directly or indirectly, after this Agreement has been terminated.

The provider owns the intellectual property of the concrete program implemented by the Institute. And the two parties can consult on the IP ownership in collaborative programs. In the events of dispute, the two parties should consult with each other friendly or submit to the jurisdictional organ according to the related laws and regulations.

#### Article 8 Revision

With the consent of both parties, this Agreement may be revised during its implementation and all revisions will be made in writing, both in English and Chinese, and will take effect as signed by authorized representatives of the parties.

#### Article 9 Term

The Agreement shall be in effect on the date of both parties signing. The

Agreement shall have a period of 5-year validity. If either party wishes to terminate the Agreement, it must notify the other in writing 90 days before the end of the Agreement, otherwise it will automatically be extended for another 5 years.

#### Article 10 Force Majeure

Parties will be released from their obligations under this Agreement in the event of a national emergency, war, prohibitive government regulation or any other cause beyond the control of the parties that renders the performance of this Agreement impossible. In the event of such a circumstance, the party under the situation shall inform the other party in writing that the program may be delayed or terminated, and duly take effective measures to mitigate the loss of the other party.

#### Article 11 Termination

This Agreement can be terminated in one of the following cases:

1. This Agreement can be terminated according to Article 9, if the two parties have no intention to continue their cooperation on the expiration of the Term.
2. This Agreement can be terminated according to Article 10, if the two parties reach consensus on the impossibility of performance due to force majeure.
3. The Headquarters has the right to terminate this Agreement, if according to assessment, the Institute has not reached the standard and made no remediation or failed to reach the Headquarters' requirement after remediation.

Apart from the above cases, neither party can request for terminating this

Agreement ahead of time; Or the default party must compensate for all the damages incurred to the other party, which include but not are limited to all the investment made under this Agreement, the legal expense and the indemnity for defamation.

When this Agreement terminates, the two parties should both adopting rehabilitation measures, with aim to avoiding negative impact on either party. The measures include, but not limit to:

1. Upon termination, the funds of the collaborative program will be automatically frozen and returned to the Headquarters after the confirmation of both parties on the amount.
2. The termination of this Agreement shall not affect other separate agreements, contracts or programs between the two parties.
3. Upon termination, Troy University should make proper arrangements of the enrolled students and other matters.
4. After termination, the implementation agreement will be terminated automatically.

#### Article 12 Dispute Settlement

In the events of any dispute, the two parties agree to attempt to engage in a good faith to find a solution. In the event such an attempt appears unsuccessful, the parties agree to submit the dispute to a third party trusted by the both parties. Should a dispute not be resolved, then this Agreement shall be governed by the laws of the State of Alabama both as to its interpretation and performance without regard to its choice of law requirements. Should either party be required to legally enforce this agreement, then the non-prevailing party shall be responsible for the

expenses of the prevailing party, including reasonable attorney's fees as a result of such litigation.

### Article 13 Other Terms

Other matters not settled by this Agreement shall be solved through friendly, cooperative consultations between the two parties.

The undersigned hereby are duly authorized by each institution to execute this Agreement.

This Agreement is written in Chinese and English. Each party shall keep one copy in Chinese and one copy in English of the signed Agreement. The Agreement, in both languages, shall have the same effectiveness.

Confucius Institute  
Headquarters (HANBAN)  
*Deputy* Chief Executive

  
Name

Date: 2018.5.2.

Troy University, USA  
Chancellor

  
Name

Date: 6 April 2018